

**STATE OF WASHINGTON
DEPARTMENT OF EARLY LEARNING
LACEY, WASHINGTON**

**REQUEST FOR PROPOSALS
08-RFP-0125**

PROJECT TITLE: Quality Rating and Improvement System (QRIS) Review Team

PROPOSAL DUE DATE: Monday, September 22, 2008 no later than 3:00 PM at the DEL Lacey office.

EXPECTED TIME PERIOD FOR CONTRACT: October 13, 2008 through June 30, 2009

RFP DEL Contact:

[Char Rupp](#)
[360-725-4691](#)
Char.rupp@del.wa.gov

BIDDER ELIGIBILITY: This procurement is open to those bidders that satisfy the minimum qualifications stated herein and that are available and licensed for work in Washington State.

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1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The Governor and the legislature of Washington State have determined and committed that the design and establishment of a Quality Rating and Improvement System (QRIS) for Washington State is needed in order for children to arrive at school “ready to learn.” To affect a child’s readiness for school, multiple contexts must partner and be involved; including parents, researchers, government agencies, private organizations, communities, families, schools, neighborhoods, and early childhood settings. The goal of a Quality Rating and Improvement System is to systematically assess and improve quality in early care settings and education programs. The Washington State QRIS will link, mobilize and maximize state and local resources and infrastructures to build a sustainable system that supports a voluntary continuum for quality improvement among early care and education settings, educators, parents and other early learning professionals. The role of the Review Team in the QRIS system is to monitor processes that determine how participating programs are rated and meet QRIS standards.

The 2007-09 biennial legislation provides funding to enable Phase II of QRIS - to field test the system that was designed in collaboration with pilot communities across six counties in Washington State. The terms of the contract resulting from this RFP may extend to Phase II of QRIS, the field test phase of the pilot project. DEL may, contingent upon receipt of deliverables acceptable to DEL during Phase II, to continue and contract with the same entity for an eventual statewide roll-out after the pilot project is completed. DEL, however, reserves the right to select a new contractor, if for any reason they deem necessary.

The purpose of this RFP and subsequent contract is to field test the role of review teams in the QRIS system for on-going monitoring which will assist DEL with program ratings in five pilot communities across Washington State.

DEL is initiating this Request for Proposals (RFP) to solicit proposals from organizations interested in participating on a project to describe their ability and capacity to review participating QRIS programs with observational data and assessment instruments for rating purposes.

1.2 OBJECTIVES

1. Work under the statewide QRIS Model.
2. Coordinate with Pilot Site Coordinators, Coaches and programs that voluntarily participate in QRIS.
3. Collect and interpret data on all participating QRIS programs to help DEL determine program ratings.
4. Submit findings and recommendations to DEL rating team.

1.3 MINIMUM QUALIFICATIONS

Bidder must meet and demonstrate the following qualifications:

1. Skill with administering valid and reliable assessments and interpretation of data to create an integrated report.
2. Potential contractor must have staff with Master's Degrees and coursework completed in assessment and report writing. Experience in the Early Care and Education field strongly preferred.
3. Experience coordinating multi-level projects as an independent third party.
4. Experience working with diverse populations.
5. Experience administering an observational measure in an educational setting.
6. Effective communication of data and findings to a variety of audiences including professionals both within and outside research based field.
7. Ability to maintain detailed and accurate records.
8. A history of adhering to ethical practice related to assessment and report writing.
9. Written and verbal proficiency.

1.4 FUNDING

Funding for this RFP, the Phase I Design, can not exceed \$195,000.

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about October 13, 2008 through June 30, 2009. Amendments extending the period of performance, if any, shall be at the sole discretion of DEL.

1.6 DEFINITIONS

Definitions for the purposes of this RFP include:

DEL - The Department of Early Learning is DEL of the State of Washington that is issuing this RFP.

Bidder – Individual or company submitting a proposal in order to attain a contract with DEL.

Contractor – Individual or company whose proposal has been accepted by DEL and is awarded a fully executed, written contract.

Proposal – A formal offer submitted in response to this solicitation.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the bidder community to suggest various approaches to meet the need at a given price.

1.7 AMERICANS WITH DISABILITIES ACT

DEL complies with the Americans with Disabilities Act (ADA). Bidders may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

2. GENERAL INFORMATION FOR BIDDERS

2.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in DEL for this procurement. All communication between the Bidder and DEL upon receipt of this RFP shall be with the RFP Coordinator, as follows:

Name	Char Rupp
Mailing Address	P.O. Box 40970
City, State, Zip Code	Olympia, Washington 98504-0970
Courier Address	649 Woodland Square Loop SE
City, State, Zip Code	Lacey, WA 98503
Phone Number	360-725-4691
Fax Number	360-413-3482
E-Mail Address	char.rupp@DEL.wa.gov

Any other communication will be considered unofficial and non-binding on DEL. Bidders are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Bidder.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	8/29/08
Question & Answer Period: Submit all questions to RFP coordinator all answers will be posted to the DEL by 9/12/08	8/29/08-9/9/08
Issue addendum to RFP – Response to Questions	9/12/08
Proposals due	9/22/08
Evaluate proposals	9/25/08
Announce “Apparent Successful Bidder”	9/29/08
Negotiate contract	9/29/08
File contract with OFM (if required)	9/29/08
Hold debriefing conferences (if requested)	9/29/08 - 10/02/08
Begin contract work	10/13/08

DEL reserves the right to revise the above schedule.

2.4 SUBMISSION OF PROPOSALS

Bidders are required to submit eight (8) copies of their proposal in hard copies and One (1) CDROM of the proposal. The proposal, whether mailed or hand delivered, must arrive at DEL no later than 3:00 PM., local time, on September 22, 2008.

All copies of proposals are to be sent to the RFP Coordinator at the address noted in Section 2.1. The envelope/package should be clearly marked to the attention of the RFP Coordinator.

Bidders mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Bidders assume the risk for the method of delivery chosen. DEL assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using electronic media such as facsimile transmission.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of DEL and will not be returned.

2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of DEL.

All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Director of DEL and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in RCW 42.17.250 to .340, "Public Records."

Any information in the proposal that the Bidder desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to .340 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Bidder is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

DEL will consider a Bidder's request for exemption from disclosure; however, DEL will make a decision predicated upon Chapter 42.17 RCW and Chapter 143-06 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The Bidder must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.17.300. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice

to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

2.6 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all who receive the RFP. For this purpose, the published questions and answers from the proposal conference and any other pertinent information shall be provided as an addendum to the RFP.

DEL also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.7 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

The established annual procurement participation goals for MBE is ten per cent (10%) and for WBE, four per cent (4%), for this type of project. These goals are voluntary. Bidders may contact OMWBE at 360-753-9693 to obtain information on certified firms.

2.8 ACCEPTANCE PERIOD

Proposals must provide 60 days for acceptance by DEL from the due date for receipt of proposals.

2.9 RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Bidder is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

DEL also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

2.10 MOST FAVORABLE TERMS

DEL reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Bidder can propose. There will be no best and final offer procedure. DEL does reserve the right to contact a Bidder for clarification of its proposal.

The Bidder should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some, or all, of the Bidder's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to DEL.

2.11 CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful bidder(s) will be expected to enter into a contract. The contract(s) statement of work for the QRIS will be fully developed from the information provided in the proposals submitted and accepted by DEL. The information may be compiled from one or all of the successful proposals. Any contract language questions or issues should be addressed in the proposal to allow for prompt negotiations and/or response to questions upon selection of an apparent successful bidder. In no event is a Bidder to submit its own standard contract terms and conditions in response to this solicitation. The Bidder may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. DEL will review requested exceptions and accept or reject the same at its sole discretion.

2.12 COSTS TO PROPOSE

DEL will not be liable for any costs incurred by the Bidder in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.13 NO OBLIGATION TO CONTRACT

This RFP does not obligate the State of Washington or DEL to contract for services specified herein.

2.14 REJECTION OF PROPOSALS

DEL reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

2.15 COMMITMENT OF FUNDS

The Director of DEL or her delegates are the only individuals who may legally commit DEL to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.16 INSURANCE COVERAGE

The Contractor is to furnish DEL with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to DEL within fifteen (15) days of the contract effective date.

Liability Insurance

1. **Commercial General Liability Insurance:** Contractor shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

2. **Business Auto Policy:** As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

Employers Liability ("Stop Gap") Insurance: In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability

insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Additional Provisions

Above insurance policy shall include the following provisions:

Additional Insured. The State of Washington, Department of Early Learning, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

Cancellation. State of Washington, Department of Early Learning, shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Identification. Policy must reference the State's contract number and DEL's name.

4. **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by Debby Carr, Contract Specialist, or the Risk Manager for the State of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapter 48.15 RCW and 284-15 WAC.
5. **Excess Coverage.** By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the State in the contract.

Worker's Compensation Coverage

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of the contract.

3. PROPOSAL CONTENTS

Proposals must be submitted on eight and one-half by eleven (8 1/2 x 11) inch paper with tabs separating the major sections of the proposal. The four major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP);
2. Technical Proposal ;
3. Three letters of support from leading child and family organizations in the local community.
4. Management Proposal

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Bidder in preparing a thorough response.

Do **not** use staples: place each complete proposal in a separate notebook or binder.

3.1 LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Bidder to a contractual relationship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Bidder and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom a contract would be negotiated.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
3. Legal status of the Bidder (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number and the Washington Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue.
5. Location of the facility from which the Bidder would operate.
6. Identify any State employees or former Washington State employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Bidder's organization. If following a review of this information, it is determined by DEL that a conflict of interest exists, the Bidder may be disqualified from further consideration for the award of a contract.

7. The Bidder needs to include a statement of availability to attend all required trainings including an on-site training to be tentatively held week of October 22, 2008.

3.2 TECHNICAL PROPOSAL (SCORED)

SUBMISSION OF PROPOSALS

A. Proposal Contents

1. Letter of Submittal including signed certifications and assurances
2. Letter of interest
3. Technical Proposal
4. Current organizational profile and staff resumes detailing all relevant experience.
5. Operating budget based on attached Statement of Work.
6. Copies of integrated reports (2) based on valid assessment tool; prefer report targeted to early learning audiences
7. Three professional references.

B. Technical Proposal (SCORED)

The Technical Proposal must contain a comprehensive description of the organization's ability to provide services including the following elements:

1. Submission of two sample integrated report based on evaluation assessment tool(s). Report must demonstrate clarity in writing and description of how ethical practice was maintained.
2. Narrative description of ongoing organizational project management and coordination of multi-level projects.
3. Description of research expertise and organizational philosophy.
4. Operating budget based on proposal submitted for these services.
5. Description of experience with educational assessment tools, checklists and observation tools.
6. Indicate other relevant experience that indicates the qualifications of the Bidder, and any subcontractors, for the performance of the potential contract.
7. Include a list of contracts the Bidder has had during the last five (5) years that relate to the Bidder's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

C. Management Proposal (SCORED)

1. Organizational profile with attached staff resumes
2. Operating budget based on attached Statement of Work

D. References (SCORED)

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for whom work has been accomplished and briefly describe the type of services provided. Do not include current DEL staff as references. The Bidder must grant permission to DEL to contact the references and others who may have pertinent information regarding the Bidder's qualifications and experience to perform the services required by this RFP. References will be contacted for the top-scoring proposal(s) only.

E. Related Information (MANDATORY)

1. If the Bidder, or any subcontractor, has contracted with the State of Washington during the past 24 months, indicate the name of any contractors to DEL, the contract number and project description and/or other information available to identify the contract.
2. If the Bidder's staff or subcontractor's staff was an employee of the State of Washington during the past 24 months, or is currently a Washington state employee, identify the individual by name, DEL previously or currently employed by, job title or position held and separation date.
3. If the Bidder has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Bidder's non-performance or poor performance and the issue of performance was either: (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Bidder's position on the matter. DEL will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Bidder in the past five (5) years, so indicate.

F. Office Minority Women-Owned Business Certification (Optional)

Include proof of certification issued by the Washington State Office of Minority and Women-Owned Business if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

4. EVALUATION AND CONTRACT AWARD

4.1 EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by DEL, which will determine the ranking of the proposals.

Items in Section 3, Proposal Contents, marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive; however, these items

are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

DEL, at its sole discretion, may elect to require firms participate in an oral presentation.

DEL reserves the right to award the contract to the bidder whose proposal is deemed to be in the best interest of DEL and the State of Washington.

4.2 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the proposal for evaluation purposes:

Scoring Section of Proposal	Total per Section
Technical Proposal – Approximately	100 points
• Coordination of large-scale projects	15 points
• Early childhood and family research, collecting and analyzing data, and reporting results	20 points
• Experience with educational assessment tools and other instruments for assessment	20 points
• Integrated reports – clarity of writing and description of program/result based on integration of material.	30 points
• Demonstration of past ethical practice pertaining to assessment	15 points
Management Proposal	30 points
• Organizational profile and Staff Qualifications/Experience	20 points
• Operating Budget:	10 points
• Budget detail	
• Reasonability of costs	
Sub-Total	130 points
References	10 points
GRAND TOTAL	140 points

References will be contacted for the top-scoring proposer(s) only and will then be scored and added to the sub-total score.

4.3 ORAL PRESENTATIONS MAY BE REQUIRED

Should oral presentations become necessary, DEL will contact the top-scoring firm(s) to schedule a date, time and location. Commitments made by the Bidder at the oral interview, if any, will be considered binding. The score from the oral presentation will determine the successful Bidder.

4.4 NOTIFICATION TO PROPOSERS

Firms whose proposals have not been selected for further negotiation or award will be notified via e-mail, whenever possible.

4.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Bidder. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Notification of Unsuccessful Bidder letter is faxed/e-mailed to the Bidder. Debriefing requests must be received by the RFP Coordinator no later than 5:00 PM local time in Lacey, Washington on the third business day following the receipt of the Notification of Unsuccessful Bidder letter. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Bidder's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one (1) hour.

4.6 PROTEST PROCEDURE

This procedure is available to Bidders who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Bidder is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 5:00 PM local time in Lacey, Washington on the third business day following the debriefing. Protests may be submitted by facsimile, but should be followed by the original document.

Bidders protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Bidders under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or

corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document or DEL policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) DEL'S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by DEL. DEL director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of delay.

In the event a protest may affect the interest of another Bidder which submitted a proposal, such Bidder will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold DEL's action; or
- Find only technical or harmless errors in DEL's acquisition process and determine DEL to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide DEL options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If DEL determines that the protest is without merit, DEL will enter into a contract with the apparently successful bidder. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5. RFP EXHIBITS

Exhibit A Certifications and Assurances

Exhibit B Personal Service Contract Format including General Terms and Conditions (GT&C)

EXHIBIT A – CERTIFICATION AND ASSURANCES

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by DEL without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that DEL will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of DEL, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and

conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.

8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Signature of Proposer

Title

Date

EXHIBIT B- CONTRACT SAMPLE

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS - As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) **"CLIENT"** shall mean an individual receiving services under this Contract.
- (b) **"COGNIZANT STATE AGENCY"** shall mean the state agency from which the sub-recipient receives federal financial assistance. If funds are received from more than one state agency, the cognizant state agency shall be DEL that contributes the largest portion of federal financial assistance to the sub-recipient.
- (c) **"CONTRACTOR"** shall mean that agency, firm, provider organization, individual or other entity performing services under this contract. It shall include any subcontractor retained by the prime CONTRACTOR as permitted under the terms of this agreement.
- (d) **"CONTRACTING OFFICER"** shall mean that individual authorized to execute this agreement on behalf of DEL.
- (e) **"DEL"** shall mean the Department of Early Learning of the state of Washington, any division, section, office, unit or other entity of DEL or any of the officers or other officials lawfully representing that DEL.
- (f) **"PERSONAL INFORMATION"** means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- (g) **"SUBCONTRACTOR"** shall mean one not an employee of the CONTRACTOR, who is performing all or part of those services under this Contract under a separate contract with the CONTRACTOR. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- (h) **"SUBRECIPIENT"** shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- (i) A **"VENDOR"** is an entity that agrees to provide the amount and kind of services requested by DEL; provides services under the Contract only to those beneficiaries individually determined to be eligible by DEL and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR PART 35

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2. Assignment

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the CONTRACTOR without prior written consent of DEL.

3. Certification Regarding Debarment, Suspension and Ineligibility

If federal funds are the basis for this contract, the CONTRACTOR certifies that neither it nor its principals are presently debarred, declared ineligible or voluntarily excluded from participation in transactions by any federal department or agency.

4. Change in Status

In the event of substantive change in the legal status organizational structure or fiscal reporting responsibility of the CONTRACTOR, the CONTRACTOR agrees to notify DEL of the change. CONTRACTOR shall provide notice as soon as practicable, but no later than thirty-days after such a change takes effect.

5. Changes and Modifications

The contracting officer may, at any time, by written notification to the CONTRACTOR, and without notice to any known guarantor or surety, make changes within the general scope of the services to be performed under the contract. If the CONTRACTOR agrees to such changes, a written contract amendment reflecting such change shall be executed by the parties. An equitable adjustment in cost or period of performance or both may be made if required by the change. Any claim for adjustment in price or period of performance must be received within thirty (30) days of the CONTRACTOR's receipt of the change notice.

The contracting officer may, however, receive and act upon any such claim at any time prior to final payment under the Contract at his/her discretion.

Failure to agree to any adjustment made under this section shall be an issue and may be reviewed as provided in the "Disputes" section of this agreement. Nothing in this section shall excuse the CONTRACTOR from proceeding with the Contract as changed.

6. Conflict of Interest

DEL may, in its sole discretion, by written notice to the CONTRACTOR, terminate this Contract if it finds, after due notice and examination by the contracting Officer, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of or performance under, this contract.

In the event this Contract is terminated as provided above, DEL shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the Contract by the CONTRACTOR. The rights and remedies of DEL provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the contracting officer makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

7. Covenant Against Contingent Fees

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bonafide employees or bonafide established agent maintained by the CONTRACTOR for the purpose of securing business. DEL shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

8. Disputes

Option 1 - Dispute Resolution Board

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, any party may request a dispute resolution board (DRB). A request for a DRB must be in writing, state the disputed issue(s), state the relative positions of the parties and be sent to all parties. Parties must provide a response within 30 days. Once a party request a DRB, each party shall designate a representative. The representatives shall mutually select a third member (or an additional member for disputes involving more than two parties).

The DRB shall evaluate the facts, Contract terms and applicable statutes and rules and make a determination by majority vote. The decision is binding on all parties.

9. Disallowed Costs

The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

10. Governing Law

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

11. Indemnification

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless state, agencies of state and all officials, agents and employees of state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. CONTRACTORS' obligations to indemnify, defend, and hold harmless includes any claim by CONTRACTORS' agents, employees, representatives or any subcontractor or its employees.

CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the state for any claim arising out of or incident to CONTRACTOR's or any subcontractor's performance or failure to perform the contract. CONTRACTOR's obligation to indemnify, defend, and hold harmless the state, shall not be eliminated or reduced by any actual or alleged concurrent negligence of state or its agents, agencies, employees and officials.

CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless state and its agencies, officials, agents or employees.

CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the state for any claim arising out of or incident to CONTRACTOR's or any subcontractor's performance or failure to perform the contract. CONTRACTOR shall be required to indemnify, defend, and hold harmless the state, only to the extent claim is caused in whole or in part by negligent acts or omissions of CONTRACTOR.

CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless state and its agencies, officials, agents or employees.

12. Independent Capacity

The parties intend that an independent CONTRACTOR relationship will be created by this contract. The CONTRACTOR and his or her employees or agents performing under this Contract are not employees or agents of DEL. The CONTRACTOR will not hold himself/herself out as nor claim to be an officer or employee of DEL or of the state of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

13. Industrial Insurance Coverage

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, DEL may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. DEL may:

- Deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by department under this contract; and
- Transmit the deducted amount to DEL of Labor and Industries (L&I), Division of Insurance Services.

This provision does not waive any of L&I's rights to collect from the CONTRACTOR.

DEL acknowledges that the essence of the work specified in this Contract constitutes personal labor, thus making the CONTRACTOR a covered "worker" as defined in Title 51 RCW. DEL therefore agrees to provide industrial insurance coverage for the CONTRACTOR during the course of employment under this contract, as may be required under Title 51 RCW.

14. Licensing and Accreditation Standards

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary in the performance of this contract.

15. Limitation of Authority

Only the contracting officer or his/her delegate by writing (delegation to be made prior to action) shall have the express, implied or apparent authority to alter, amend, modify or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the contracting officer.

16. Nondiscrimination

During the performance of this contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the CONTRACTOR's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with DEL. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

17. Overpayments and Assertion of Lien

In the event that DEL establishes overpayments or erroneous payments made to the CONTRACTOR under this contract, DEL may secure repayment, plus interest, if any, through the filing of a lien against the CONTRACTOR's real property or by requiring the posting of a bond, assignment of deposit or some other form of security acceptable to DEL or by doing both.

18. Privacy

Personal information collected, used or acquired in connection with this Contract shall be used solely for the purposes of this contract. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of DEL or as provided by law.

CONTRACTOR agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

DEL reserves the rights to monitor, audit or investigate the use of personal information collected, used or acquired by the CONTRACTOR through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by DEL. CONTRACTOR shall certify the return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the Contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless DEL for any damages related to the CONTRACTOR's unauthorized use of personal information.

For the purposes of this provision, personal information includes but is not limited to information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

19. Records, Documents, and Reports

The CONTRACTOR shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. CONTRACTOR shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including

materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by DEL, personnel duly authorized by the Department, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

20. Registration with Department of Revenue

The CONTRACTOR shall complete registration with the Department of Revenue, General Administration Building, Olympia WA 98504, and be responsible for payment of all taxes due on payments made under this contract.

21. Right of Inspection

The CONTRACTOR shall provide right of access to its facilities to DEL or any of its officers at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract on behalf of DEL. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the CONTRACTOR's business or work hereunder.

22. Rights in Data

Unless otherwise provided, data that originates from this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by DEL. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

Data that is delivered under the contract, but that does not originate there from, shall be transferred to DEL with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent that the CONTRACTOR has a right to grant such a license.

The CONTRACTOR shall exert all reasonable effort to advise DEL, at the time of delivery of data furnished under this agreement, of all known or potential invasions of privacy contained therein and of any portion of such document, which was not produced in the performance of this agreement.

DEL shall receive prompt written notice of each notice or claim or copyright infringement received by the CONTRACTOR with respect to any data delivered under this

agreement. DEL shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

23. Safeguarding of Information

The CONTRACTOR shall not use or disclose any:

- Personal Information gained by reason of this Contract or:
- Information that may be classified as confidential for any purpose not directly connected with the administration of this Contract except (1) with prior written consent of DEL or (2) as may be required by law. The CONTRACTOR shall safeguard such information and shall return or certify destruction of the information upon Contract expiration or termination.

24. Savings

In the event funding from state, federal or other sources is withdrawn, reduced or limited in any way after the effective date of this Contract and prior to normal completion, DEL may terminate the Contract under the "Termination for Convenience" clause, without advance notice, subject to renegotiation at DEL's discretion under those new funding limitations and conditions.

25. Severability

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this contract, and to this end the provisions of this Contract are declared to be severable.

26. Single Audit Act Requirements

If the CONTRACTOR is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133, the CONTRACTOR shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance Numbers. The CONTRACTOR shall make the CONTRACTOR's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DEL, and the Washington State Auditor's Office. The CONTRACTOR shall incorporate OMB Circular A-133 audit requirements into all contracts between the CONTRACTOR and its Subcontractors who are subrecipients. The CONTRACTOR shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

If the CONTRACTOR expends \$500,000 or more in federal awards from any and/or all sources in any fiscal year ending after December 31, 2003, the CONTRACTOR shall procure and pay for a single or program-specific audit for that year. Upon completion of each audit, the CONTRACTOR shall submit to the contracting officer named in this Contract the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable).

27. Subcontracting

Neither the CONTRACTOR nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of DEL. In no event shall the existence of the subcontract operate to release or reduce the liability of the CONTRACTOR to DEL for any breach in the performance of the CONTRACTOR's duties.

This clause does not include contracts of employment between the CONTRACTOR and personnel assigned to work under this contract.

28. Termination for Convenience

Except as otherwise provided in this contract, the contracting officer may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Contract in whole or in part. If this Contract is so terminated, DEL shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

29. Termination for Default

The contracting officer may terminate this Contract for default, in whole or in part, by written notice to the CONTRACTOR if DEL has a reasonable basis to believe that the CONTRACTOR has:

1. Failed to meet or maintain any requirement for contracting with DEL;
2. Failed to ensure the health or safety of any client for whom services are being provided under this contract;
3. Failed to perform under or otherwise breached, any term or condition of this contract; and/or
4. Violated any applicable law or regulation.

If it is later determined that the CONTRACTOR was not in default, the termination shall be considered a termination for convenience.

30. Termination Procedure

Upon termination of this contract, DEL, in addition to any other rights provided in this contract, may require the CONTRACTOR to deliver to DEL any property specifically produced or acquired for the performance of such part of this agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

DEL shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by DEL and the amount agreed upon by the CONTRACTOR and the contracting officer for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services that are accepted by DEL, and (d) the protection and preservation of the property, unless the termination is for default, in which case the contracting officer shall determine the extent of the liability of DEL. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this agreement.

DEL may withhold from any amounts due the CONTRACTOR for such completed work or services such sum as the contracting officer determines to be necessary to protect DEL against potential loss or liability.

The rights and remedies of DEL provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

After receipt of a notice of termination, and except as otherwise directed by the contracting officer, the CONTRACTOR shall:

1. Stop work under the agreement on the date and to the extent specified in the notice;
2. Place no further orders or subcontracts for materials, services or facilities except as necessary to complete such portion of the work not terminated;
3. Assign to DEL, in the manner, at the times, and to the extent directed by the contracting officer, all of the rights, titles, and interest of the CONTRACTOR under the orders and subcontracts in which case DEL has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the contracting officer to the extent he/she may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to DEL and deliver, in the manner, at the times and to the extent as directed by the contracting officer, any property which, if the Contract had been completed, would have been required to be furnished to DEL;
6. Complete performance of such part of the work not terminated by the contracting officer; and,
7. Take such action as may be necessary or as the contracting officer may direct, for the protection and preservation of the property related to this agreement that is in

the possession of the CONTRACTOR and in which DEL has or may acquire an interest.

Treatment of Assets

1. Title to all property financed or furnished by DEL shall remain in DEL. Title to all property purchased by the CONTRACTOR, for which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in DEL upon delivery of such property to the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under the contract, shall pass to and vest in DEL upon (i) issuance for use of such property in the performance of this Contract or (ii) commencement of use of such property in the performance of this Contract or (iii) reimbursement of the cost thereof by DEL in whole or in part, whichever first occurs.
2. Any property of DEL furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by DEL, be used only for the performance of this contract.
3. The CONTRACTOR shall be responsible for any loss or damage to property of DEL that results from the negligence of the CONTRACTOR or that results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
4. If any DEL property is lost, destroyed or damaged, the CONTRACTOR shall notify DEL and shall take all reasonable steps to protect the property from further damage.
5. The CONTRACTOR shall surrender to DEL all property of DEL prior to settlement upon completion, termination or cancellation of this agreement.
6. All reference to the CONTRACTOR under this clause shall include CONTRACTOR's employees, agents or subcontractors.

31. Waiver of Default

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Waiver shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by the contracting officer of DEL.